



STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

ASR

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

PARTIES

BUYER(S): Eric Thomas Conrey, Valeria Benicka

SELLER(S): H. Jason Gold, Trustee

BUYER'S MAILING ADDRESS:

SELLER'S MAILING ADDRESS:

PO BOX 57359

Washington, DC 20037

PROPERTY

ADDRESS (including postal city) 6961 STERLING RD

HARRISBURG

ZIP 17112

in the municipality of West Hanover Twp, County of DAUPHIN,
in the School District of CENTRAL DAUPHIN, in the Commonwealth of Pennsylvania.
Tax ID #(s): 68-045-029-000-0000 and/or
Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): _____

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER

No Business Relationship (Buyer is not represented by a broker)

Broker (Company) For Sale by Owner Plus Realtors, Hershey

Licensee(s) (Name) Paul Rabon, Lisa Rabon

c7c

Company License # RB067108

State License # RS298377, RS311270

Company Address 513 W Chocolate Ave, Ste 102, Hershey, PA 17033

Direct Phone(s) (717)534-2400

Cell Phone(s) (717)439-3959

Email paul@randonrealtors.com

UB

Licensee(s) is (check only one):

Buyer Agent (all company licensees represent Buyer)
 Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)
 Dual Agent (See Dual and/or Designated Agent box below)

HJG

Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER

No Business Relationship (Seller is not represented by a broker)

Broker (Company) CENTURY 21 New Millennium

Licensee(s) (Name) Stephanie A Young

Lisa M. Jalufka, Broker

UB

State License # RSR006364 / ABR006074

Direct Phone(s) (571)223-9775

Cell Phone(s) (571)223-9775 703-887-8506

Email stephanie@realmarkets.com / Lisa.Jalufka@c21nm.com

HJG

Licensee(s) is (check only one):

Seller Agent (all company licensees represent Seller)
 Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)
 Dual Agent (See Dual and/or Designated Agent box below)

c7c

Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)

DUAL AND/OR DESIGNATED AGENCY

~~A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.~~

HJG

c7c

~~By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.~~

UB

Buyer Initials: ETC UB

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Seller Initials: HJG

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rev. 8/24; rel. 8/24

Phone: 7175342400

Fax: 7175342430

6961 Sterling Rd,

6961 Sterling Rd,

1. **By this Agreement**, dated March 25, 2025

2. Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

3. **PURCHASE PRICE AND DEPOSITS (4-14)**4. (A) Purchase Price \$ 251,000.005. Two Hundred Fifty-One Thousand

6. U.S. Dollars), to be paid by Buyer as follows:

7. 1. Initial Deposit, within 3 days (5 if not specified) of Execution Date,
8. if not included with this Agreement: \$ 5,000.00

9. 2. Additional Deposit within _____ days of the Execution Date: \$ _____

10. 3. _____ \$ _____

11. Remaining balance will be paid at settlement.

12. (B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer
13. within 30 days of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by per-
14. sonal check.

15. (C) Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: _____),

16. 17. 18. 19. 20. who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or
termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations
of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this
Agreement.21. 3. **SELLER CONCESSIONS (8-24)**22. (A) Buyer Broker Fee23. VB HJC In addition to any cooperating compensation negotiated between the brokers using the Cooperating Broker Compensation
24. Agreement (PAR Form CBC) or via some other agreement, Seller will pay the following fee to Broker for Buyer on behalf of
25. Buyer at settlement. \$ See attached addendum or _____ % of Purchase Price (0 if not specified)26. (B) Closing Cost Assistance27. VB HJC Seller will pay the following amount towards Buyer's closing costs other than a brokerage fee payable to Broker for Buyer, as
28. permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by
29. mortgage lender. \$ 1,000.00 Per Bankruptcy Addendum or _____ % of Purchase Price (0 if not specified)30. 4. **SETTLEMENT AND POSSESSION (1-23) OR Within 20 Days of Bankruptcy Court Approval**31. VB HJC (A) Settlement Date is May 14, 2025, or before if Buyer and Seller agree.32. (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless
33. Buyer and Seller agree otherwise.34. (C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable:
35. current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer
36. fees, together with any other lienable municipal service fees. All charges will be prorated for the period(s) covered. Seller will
37. pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:

38. (D) For purposes of prorating real estate taxes, the "periods covered" are as follows:

39. 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
40. 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December
41. 31. School tax bills for all other school districts are for the period from July 1 to June 30.

42. (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____

43. (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

44. (G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures
45. broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property
46. is subject to a lease.47. (H) If Seller has identified in writing that the Property is subject to a lease or short-term rental agreement, possession is to be delivered
48. by deed, existing keys and assignment of existing leases and short-term rental agreements for the Property, together with security
49. deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases or short-term rental agree-
50. ments, nor extend existing leases or short-term rental agreements, for the Property without the written consent of Buyer. Buyer
51. will acknowledge existing lease(s) or short-term rental agreement(s) by initialing the lease(s) or short-term rental agreement(s) at
52. the execution of this Agreement, unless otherwise stated in this Agreement.53. Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.54. 5. **DATES/TIME IS OF THE ESSENCE (1-10)**55. 3156. VB HJC Written acceptance of all parties will be on or before: March 28, 202557. (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the
58. essence and are binding.59. (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by
60. signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, exclud-
61. ing the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be
62. initialed and dated.63. Buyer Initials: ETC VB

66 (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement
67 of the parties.
68 (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms
69 and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable
70 to all parties, except where restricted by law.

71 **6. ZONING (4-14)**

72 Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdividable} is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

73 **Zoning Classification, as set forth in the local zoning ordinance: RESIDENTIAL**

74 **7. FIXTURES AND PERSONAL PROPERTY (1-20)**

75 (A) It is possible for certain items of personal property to be so integrated into the Property that they become fixtures and will be regarded as part of the Property and therefore included in a sale. Buyer and Seller are encouraged to be specific when negotiating what items will be included or excluded in this sale.

76 (B) INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in or on the Property, free of liens, and other items including plumbing; heating; gas fireplace logs; radiator covers; hardwired security systems; thermostats; lighting fixtures (including chandeliers and ceiling fans); pools, spas and hot tubs (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door openers and transmitters; mounting brackets and hardware for television and sound equipment; unpotted shrubbery, plantings and trees; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware (including rods and brackets), shades and blinds; awnings; central vacuum system (with attachments); built-in air conditioners; built-in appliances; the range/oven; dishwashers; trash compactors; any remaining heating and cooking fuels stored on the Property at the time of settlement; and, if owned, solar panels, windmills, water treatment systems, propane tanks and satellite dishes. Unless stated otherwise, the following items are included in the sale, at no additional cost: refrigerator, washer and dryer

77 Property is sold in "as-is, where" condition.

78 (C) The following items are not owned by Seller and may be subject to a lease or other financing agreement. Contact the provider/vendor for more information (e.g., solar panels, windmills, water treatment systems, propane tanks and satellite dishes): _____

79 (D) EXCLUDED fixtures and items: _____

80 **8. BUYER FINANCING (8-22)**

81 (A) Buyer may elect to make this Agreement contingent upon obtaining mortgage financing. Regardless of any contingency elected in this
82 Agreement, if Buyer chooses to obtain mortgage financing, the following apply:

1. **Buyer will be in default of this Agreement if Buyer furnishes false information** to anyone concerning Buyer's financial and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and ordering of appraisal without delay), fails to lock in interest rate(s) as stated below, or otherwise causes the lender to reject, or refuse to approve or issue, a mortgage loan.
2. Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage application (including payment for and ordering of credit reports without delay) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(F), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process. Broker for Seller, if any, is permitted to contact the mortgage lender(s) at any time to determine the status of the mortgage loan application.
3. Seller will provide access to insurers' representatives and, as may be required by mortgage lender(s), to surveyors, municipal officials, appraisers, and inspectors.
4. If the mortgage lender(s) gives Buyer the right to lock in interest rate(s) at or below the maximum levels desired, Buyer will do so at least 15 DAYS before Settlement Date.

83 (B) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular
84 LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a specific level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan.
85 The appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be
86 higher or lower than the Purchase Price and/or market price of the Property.

87 **FHA/VA, IF APPLICABLE**

88 (C) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____ (the Purchase Price as stated in this Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

89 **Buyer Initials:** ETC v/b

90 **ASR Page 3 of 14**

91 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

92 **Seller Initials:** HJG
93 6961 Sterling Rd,

130
131
132
133
134 **Warning:** Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration
135 Transactions, provides, "Whoever for the purpose of influencing in any way the action of such Department, makes, passes, utters
136 or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not more than two years,
137 or both."

138 (D) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgment**

139 Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of
140 getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that
141 FHA will not perform a home inspection nor guarantee the price or condition of the Property.

142 Buyer will apply for Section 203(k) financing, and this contract is contingent upon mortgage approval (See Paragraph 8(F))
143 and Buyer's acceptance of additional required repairs as required by the lender.

144 (E) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for
145 purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in
146 connection with this transaction is attached to this Agreement.

147 (F) **Mortgage Contingency**

148 **WAIVED.** This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the
149 parties may include an appraisal contingency. Buyer and Seller understand that the waiver of this contingency does not restrict
150 Buyer's right to obtain mortgage financing for the Property.

151 **ELECTED.** This sale is contingent upon Buyer obtaining mortgage financing according to the terms outlined below. Upon
152 receiving documentation demonstrating the mortgage lender's approval, whether conditional or outright, of Buyer's mort-
153 gage application(s) according to the following terms, Buyer will promptly deliver a copy of the documentation to Seller, but
154 in any case no later than _____ (Commitment Date).

155 **First Mortgage on the Property**

156 Loan Amount \$ 238,450.00

157 Minimum Term 30 years

158 Type of mortgage Conventional

159 For conventional loans, the Loan-To-Value (LTV) ratio is not to
160 exceed 95.000 %

161 Mortgage lender PSECU

162 Interest rate 6.500 %; however, Buyer agrees to accept the
163 interest rate as may be committed by the mortgage lender, not
164 to exceed a maximum interest rate of 7.250 %.

165 Discount points, loan origination, loan placement and other fees
166 charged by the lender as a percentage of the mortgage loan (exclud-
167 ing any mortgage insurance premiums or VA funding fee) not to
168 exceed 1.000 % (0% if not specified) of the mortgage loan.

169 **Second Mortgage on the Property**

170 Loan Amount \$ _____

171 Minimum Term _____ years

172 Type of mortgage _____

173 For conventional loans, the Loan-To-Value (LTV) ratio is not to
174 exceed _____ %

175 Mortgage lender _____

176 Interest rate _____ %; however, Buyer agrees to accept the
177 interest rate as may be committed by the mortgage lender, not
178 to exceed a maximum interest rate of _____ %.

179 Discount points, loan origination, loan placement and other fees
180 charged by the lender as a percentage of the mortgage loan (exclud-
181 ing any mortgage insurance premiums or VA funding fee) not to
182 exceed _____ % (0% if not specified) of the mortgage loan.

183 1. The interest rate(s) and fee(s) provisions in Paragraph 8(F) are satisfied if the mortgage lender(s) gives Buyer the right to
184 guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. Buyer gives Seller the right, at Seller's sole
185 option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to
186 Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.

187 2. Seller may terminate this Agreement after the Commitment Date by written notice to Buyer if:

188 a. Seller does not receive a copy of the documentation demonstrating the mortgage lender's conditional or outright approval
189 of Buyer's mortgage application(s) by the Commitment Date,

190 b. The documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s)
191 does not satisfy the loan terms outlined in Paragraph 8(F), OR

192 c. The documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s)
193 contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal
194 must be received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed
195 in writing by the mortgage lender(s) within 7 DAYS after the Commitment Date, or any extension thereof, other than
196 those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).

197 3. Seller's right to terminate continues until Buyer delivers documentation demonstrating the mortgage lender's conditional
198 or outright approval of Buyer's mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this
199 Paragraph, Buyer must continue to make a good faith effort to obtain mortgage financing. Termination of this Agreement by
200 Buyer due to the mortgage lender's denial of Buyer's mortgage application(s) may demonstrate bad faith by Buyer and result
201 in the forfeiture of deposit monies to Seller.

202 4. If this Agreement is terminated pursuant to Paragraphs 8(F)(2), or the mortgage loan(s) is not obtained for settlement, all
203 deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer
204 will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this
205 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any
206 fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation;
207 (3) Appraisal fees and charges paid in advance to mortgage lender(s).

208 Buyer Initials ETC v3

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210 Seller Initials: HJG

192 5. If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s),
 193 requires repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller.
 194 Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the
 195 required repairs at Seller's expense.
 196 a. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property
 197 and agrees to the RELEASE in Paragraph 28 of this Agreement.
 198 b. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will, within
 199 5 DAYS, notify Seller of Buyer's choice to:
 200 1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which
 201 will not be unreasonably withheld (Seller may require that Buyer sign a pre-settlement possession agreement such as
 202 the Pre-Settlement Possession Addendum [PAR Form PRE], which shall not, in and of itself, be considered unreasonable), OR
 203 2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
 204 of Paragraph 26 of this Agreement.

205 If Buyer fails to respond within the time stated above or fails to terminate this Agreement by written notice to Seller
 206 within that time, Buyer will accept the Property, make the required repairs/improvements at Buyer's expense and agree
 207 to the RELEASE in Paragraph 28 of this Agreement.

208 9. **CHANGE IN BUYER'S FINANCIAL STATUS (9-18)**

209 If a change in Buyer's financial status affects Buyer's ability to purchase, Buyer will promptly notify Seller and lender(s) to whom the
 210 Buyer submitted a mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change
 211 in employment; failure or loss of sale of Buyer's home; Buyer having incurred a new financial obligation; entry of a judgment against
 212 Buyer. **Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to**
 213 **purchase.**

214 10. **SELLER REPRESENTATIONS (1-20)**

215 (A) **Status of Water**

216 Seller represents that the Property is served by:

217 Public Water Community Water On-site Water None _____

218 (B) **Status of Sewer**

219 1. Seller represents that the Property is served by:

220 Public Sewer Community Sewage Disposal System Ten-Acre Permit Exemption (see Sewage Notice 2)
 221 Individual On-lot Sewage Disposal System (see Sewage Notice 1) Holding Tank (see Sewage Notice 3)
 222 Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
 223 None (see Sewage Notice 1) None Available/Permit Limitations in Effect (see Sewage Notice 5)

224 2. **Notices Pursuant to the Pennsylvania Sewage Facilities Act**

225 Notice 1: There is no currently existing community sewage system available for the subject property. Section 7 of the
 226 Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter,
 227 repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a
 228 permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with
 229 administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The
 230 local agency charged with administering the Act will be the municipality where the Property is located or that municipality
 231 working cooperatively with others.

232 Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption
 233 provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required
 234 before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage
 235 system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and
 236 site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by
 237 the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance
 238 which occurs as a result.

239 Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a
 240 water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another
 241 site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the
 242 tank from the date of its installation or December 14, 1995, whichever is later.

243 Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the distance
 244 specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances
 245 provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water
 246 supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal
 247 isolation distance between the individual water supply or water supply system suction line and the perimeter of the
 248 absorption area shall be 100 feet.

249 Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage
 250 facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until
 251 the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations
 252 promulgated thereunder.

253 Initial
Buyer Initials: ETC v3

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HJC

256 (C) **Historic Preservation**

257 Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____

258 (D) **Land Use Restrictions**259 1. Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the

260 following Act(s) (see Notices Regarding Land Use Restrictions below):

261 Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. § 901 et seq.)262 Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)263 Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)264 Conservation Reserve Program (16 U.S.C. § 3831 et seq.)265 Other _____266 2. **Notices Regarding Land Use Restrictions**267 a. **Pennsylvania Right-To-Farm Act:** The property you are buying may be located in an area where agricultural operations
268 take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits
269 circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.270 b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assessment.
271 Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution
272 of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that
273 may result in the future as a result of any change in use of the Property or the land from which it is being separated.274 c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water
275 supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open
276 space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that
277 the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific
278 termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply
279 from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the
280 Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.281 d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are
282 environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the
283 land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer
284 has been advised of the need to determine the restrictions on development of the Property and the term of any contract now
285 in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.286 (E) **Real Estate Seller Disclosure Law**287 Generally, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real
288 estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real
289 estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of
290 an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING**
291 **UNITS** are involved. Disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures
292 regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale
293 of condominium and cooperative interests.294 (F) **Public and/or Private Assessments**295 1. Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner associa-
296 tion assessments have been made against the Property which remain unpaid, and that no notice by any government or public
297 authority (excluding assessed value) has been served upon Seller or anyone on Seller's behalf, including notices relating to
298 violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition
299 that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: _____

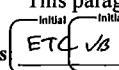
300 2. Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____

303 (G) **Highway Occupancy Permit**

304 Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

306 (H) **Internet of Things (IoT) Devices**307 1. The presence of smart and green home devices that are capable of connecting to the Internet, directly or indirectly, and the data
308 stored on those various devices make up a digital ecosystem in the Property sometimes referred to as the "Internet of Things
309 (IoT)." Buyer and Seller acknowledge that IoT devices may transmit data to third parties outside of the control of their owner.310 2. On or before settlement, Seller will make a reasonable effort to clear all data stored on all IoT devices located on the Property
311 and included in the sale. Seller further acknowledges that all personal devices owned by Seller (including but not limited to
312 cellular telephones, personal computers and tablets) having connectivity to any IoT device(s) located on the Property will be
313 disconnected and cleared of relevant data prior to settlement. Further, no attempts will be made after settlement by Seller or
314 anyone on Seller's behalf to access any IoT devices remaining on the Property.315 3. Following settlement, Buyer will make a reasonable effort to clear all stored data from any IoT device(s) remaining on the
316 Property and to restrict access to said devices by Seller, Seller's agents or any third party to whom Seller may have previously
317 provided access. This includes, but is not limited to, restoring IoT devices to original settings, changing passwords or codes,
318 updating network settings and submitting change of ownership and contact information to device manufacturers and service
319 providers.

320 4. This paragraph will survive settlement.


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321 Buyer Initials

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Seller Initials:

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322 11. WAIVER OF CONTINGENCIES (9-05)

323 If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a **WAIVER** of that contingency and Buyer accepts the Property and agrees to the **RELEASE** in Paragraph 28 of this Agreement.

327 12. BUYER'S DUE DILIGENCE/INSPECTIONS (1-23)

328 (A) Rights and Responsibilities

- 329 Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to surveyors, municipal officials, appraisers and inspectors; in addition, unless otherwise agreed, only Parties and their real estate licensee(s) may attend any inspections.
- 330 2. Buyer may make two pre-settlement walk-through inspections of the Property for the limited purpose of determining that the condition of the Property is as required by this Agreement and any addenda. Buyer's right to these inspections is not waived by any other provision of this Agreement.
- 331 3. **Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.**
- 332 4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
- 333 5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared. Unless otherwise stated, Seller does not have the right to receive a copy of any lender's appraisal report.

334 (B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly licensed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D) for Notices Regarding Property and Environmental Inspections)

335 (C) For elected Inspection(s), Buyer will, within the Contingency Period stated in Paragraph 13(A), complete Inspections, obtain any Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a written corrective proposal to Seller, according to the terms of Paragraph 13(B).

336 **Home/Property Inspections and Environmental Hazards (mold, etc.)**

337 **Elected** Buyer may conduct an inspection of the Property's structural components; roof; exterior windows and exterior doors; exterior building material, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances; electrical systems; interior and exterior plumbing; public sewer systems; heating and cooling systems; water penetration; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer may select. If Buyer elects to have a home inspection of the Property, as defined in the Home Inspection Law, the home inspection must be performed by a full member in good standing of a national home inspection association, or a person supervised by a full member of a national home inspection association, in accordance with the ethical standards and code of conduct or practice of that association, or by a properly licensed or registered engineer or architect. (See Notices Regarding Property & Environmental Inspections)

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338 **Wood Infestation**

339 **Elected** Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings provided by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mortgage lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements. The Inspection is to be limited to all readily-visible and accessible areas of all structures on the Property, except fences. If the Inspection reveals active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pests pesticide applicator to treat the Property. If the Inspection reveals damage from active or previous infestation(s), Buyer may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.

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340 **Deeds, Restrictions and Zoning**

341 **Elected** Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking, short-term rentals) is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use:

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342 **Water Service**

343 **Elected** Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or otherwise qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's expense, will locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement.

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344 **Radon**

345 **Elected** Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02 working levels or 4 picocuries/liter (4pCi/L). Radon is a natural, radioactive gas that is produced in the ground by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way into any air-space and can permeate a structure. If a

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346 **Buyer Initials:**

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387 house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any
 388 person who tests, mitigates or safeguards a building for radon in Pennsylvania must be certified by the Department
 389 of Environmental Protection. Information about radon and about certified testing or mitigation firms is available
 390 through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State
 391 Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594. www.epa.gov
 392 **On-lot Sewage (If Applicable)**

393 **Elected** Buyer may obtain an Inspection of the individual on-lot sewage disposal system, which may include a hydraulic
 394 load test, from a qualified, professional inspector. If and as required by the inspection company, Seller, at Seller's
 395 expense, will locate, provide access to, empty the individual on-lot sewage disposal system and provide all water
 396 needed, unless otherwise agreed. Seller will restore the Property to its previous condition, at Seller's expense,
 397 prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection
 398 Contingency.

Waived

399 **Property and Flood Insurance**

400 **Elected** Buyer may determine the insurability of the Property by making application for property and casualty insurance
 401 for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate
 402 with the insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone,
 403 Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more
 404 prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood
 405 insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more
 406 flood insurance agents regarding the need for flood insurance and possible premium increases.

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407 **Property Boundaries**

408 **Elected** Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal
 409 description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Property
 410 surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural
 411 or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representa-
 412 tions of size of property are approximations only and may be inaccurate.

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413 **Lead-Based Paint Hazards (For Properties built prior to 1978 only)**

414 **Elected** Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct
 415 a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint
 416 hazards. Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard
 417 Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved
 418 lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a
 419 separate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and any
 420 lead-based paint records regarding the Property.

Waived

421 **Other**

Waived

424 The Inspections elected above do not apply to the following existing conditions and/or items:

426 **(D) Notices Regarding Property & Environmental Inspections**

1. **Exterior Building Materials:** Poor or improper installation of exterior building materials may result in moisture penetrating the surface of a structure where it may cause mold and damage to the building's frame.
2. **Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.
3. **Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility to dispose of them properly.
4. **Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop the property would be affected or denied because of its location in a wetlands area.
5. **Mold, Fungi and Indoor Air Quality:** Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores, pollen and viruses) have been associated with allergic responses.
6. **Additional Information:** Inquiries or requests for more information about asbestos and other hazardous substances can be directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C. 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health, Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by calling 1-877-724-3258.

445 Buyer Initials:

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446 13. INSPECTION CONTINGENCY (10-18)

447 (A) The Contingency Period is _____ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected
448 in Paragraph 12(C).

449 (B) Within the stated Contingency Period and as the result of any Inspection elected in Paragraph 12(C), except as stated in
450 Paragraph 13(C):

- 451 1. If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer WILL present all Report(s) in
452 their entirety to Seller, accept the Property with the information stated in the Report(s) and agree to the RELEASE in
453 Paragraph 28 of this Agreement, OR
- 454 2. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in
455 their entirety to Seller and terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer
456 according to the terms of Paragraph 26 of this Agreement, OR
- 457 3. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in
458 their entirety to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by
459 Buyer.

460 The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform
461 the corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of
462 the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or
463 governmental requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.

464 a. Following the end of the Contingency Period, Buyer and Seller will have _____ days (5 if not specified) for a Negotiation
465 Period. During the Negotiation Period:

- 466 (1) Seller will acknowledge in writing Seller's agreement to satisfy all the terms of Buyer's Proposal OR
- 467 (2) Buyer and Seller will negotiate another mutually acceptable written agreement, providing for any repairs or improve-
468 ments to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.

469 If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable
470 written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the
471 Negotiation Period ends.

472 b. If no mutually acceptable written agreement is reached, or if Seller fails to respond during the Negotiation Period, within
473 _____ days (2 if not specified) following the end of the Negotiation Period, Buyer will:

- 474 (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this
475 Agreement, OR
- 476 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
477 of Paragraph 26 of this Agreement.

478 If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this Agreement
479 by written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will accept the Property and agree
480 to the RELEASE in Paragraph 28 of this Agreement. Ongoing negotiations do not automatically extend the Negotiation
481 Period.

482 (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within _____
483 days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to,
484 the name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected
485 completion date for corrective measures. Within _____ 5 DAYS of receiving Seller's Proposal, or if no Proposal is provided within
486 the stated time, Buyer will notify Seller in writing of Buyer's choice to:

- 487 1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- 488 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
489 Paragraph 26 of this Agreement, OR
- 490 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 28 of this Agreement. If required by
491 any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time
492 required by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the
493 Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct
494 the defects, Buyer may, within _____ 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all
495 deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

496 If Buyer fails to respond within the time stated in Paragraph 13(C) or fails to terminate this Agreement by written notice to
497 Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

498 14. TITLES, SURVEYS AND COSTS (6-20)

499 (A) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will order from a reputable title company
500 for delivery to Seller a comprehensive title report on the Property. Upon receipt, Buyer will deliver a free copy of the title report
501 to Seller.

502 (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different
503 from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance
504 policies come in standard and enhanced versions; Buyer should consult with a title insurance agent about Buyer's options.
505 Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an
506 owner's title insurance policy.

507 (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;
508 (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees
509 and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.

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511 (D) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description
 512 of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or
 513 required by the mortgage lender will be obtained and paid for by Buyer.

514 (E) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular
 515 rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions;
 516 historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the
 517 ground; easements of record; and privileges or rights of public service companies, if any.

518 (F) If a change in Seller's financial status affects Seller's ability to convey title to the Property on or before the Settlement Date, or
 519 any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but is not limited to,
 520 Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice
 521 of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all
 522 liens and encumbrances against the Property.

523 (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates,
 524 as specified in Paragraph 14(E), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned
 525 to Buyer according to the terms of Paragraph 26 of this Agreement, or take such title as Seller can convey. If the title condition
 526 precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termination, all deposit
 527 monies shall be returned to Buyer according to the terms of Paragraph 26 of this Agreement and Seller will reimburse Buyer for
 528 any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those
 529 items specified in Paragraph 14(C) items (1), (2), (3) and in Paragraph 14(D).

530 (H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation
 531 about the status of those rights unless indicated elsewhere in this Agreement.
 532 **Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.**

533 (I) **COAL NOTICE (Where Applicable)**
 534 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDER-
 535 NEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COM-
 536 PLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND
 537 ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of
 538 the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence
 539 resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence
 540 by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose
 541 of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27,
 542 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

543 (J) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here:
 544

545 (K) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: _____
 546 **Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this Agreement.**

547 2. **Notices Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private
 548 Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that
 549 is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obliga-
 550 tion to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of
 551 whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or
 552 other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must
 553 disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed,
 554 the Act gives certain rights and protections to buyers.

555 15. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (9-18)

556 (A) In the event any notices of public and/or private assessments as described in Paragraph 10(F) (excluding assessed value) are
 557 received after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices and/
 558 or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:
 559 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the
 560 notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
 561 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or **fails
 562 within the stated time to notify Buyer whether Seller will comply**, Buyer will notify Seller in writing within 5 DAYS
 563 that Buyer will:
 564 a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in
 565 Paragraph 28 of this Agreement, OR
 566 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 567 Paragraph 26 of this Agreement.
 568 If Buyer fails to respond within the time stated in Paragraph 15(A)(2) or fails to terminate this Agreement by written notice
 569 to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

570 (B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to
 571 Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice
 572 of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of
 573 the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to
 574 Seller.

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576 1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a
 577 copy of the notice to Buyer and notify Buyer in writing that Seller will:
 578 a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/
 579 improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
 580 b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will
 581 notify Seller in writing within 5 DAYS that Buyer will:
 582 (1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph
 583 28 of this Agreement and make the repairs at Buyer's expense after settlement, OR
 584 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
 585 of Paragraph 26 of this Agreement.
 586 **If Buyer fails to respond** within the time stated in Paragraph 15(B)(1)(b) or fails to terminate this Agreement by written
 587 notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this
 588 Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms of the
 589 notice provided by the municipality.

590 2. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph,
 591 Seller will perform all repairs/improvements as required by the notice at Seller's expense. Paragraph 15(B)(2) will survive
 592 settlement.

593 **16. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) NOTICE (9-16)**

594 (A) Property is NOT A Condominium or part of a Planned Community unless checked below.

595 CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407
 596 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of
 597 the condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.

598 PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by
 599 the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the declaration
 600 (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the
 601 provisions set forth in Section 5407(a) of the Act.

602 (B) **THE FOLLOWING APPLIES TO INITIAL SALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM
 603 OR A PLANNED COMMUNITY:**

604 If this is the first sale of the property after creation of the condominium or planned community (therefore a sale by the Declarant),
 605 Seller shall furnish Buyer with a Public Offering Statement no later than the date Buyer executes this Agreement. Buyer may void
 606 this Agreement within 15 days (if a condominium) or within 7 days (if part of a planned community) after receipt of the Public
 607 Offering Statement or any amendment to the Statement that materially and adversely affects Buyer. Upon Buyer declaring this
 608 Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.

609 (C) **THE FOLLOWING APPLIES TO RESALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A
 610 PLANNED COMMUNITY:**

611 1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association
 612 a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides
 613 that the association is required to provide these documents within 10 days of Seller's request.

614 2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer
 615 for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the
 616 association in the Certificate.

617 3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents
 618 and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon
 619 Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of
 620 this Agreement.

621 4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will
 622 reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the
 623 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee
 624 for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation;
 625 (3) Appraisal fees and charges paid in advance to mortgage lender.

626 **17. REAL ESTATE TAXES AND ASSESSED VALUE (4-14)**

627 In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a prop-
 628 erty at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for
 629 the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of
 630 the property and result in a change in property tax.

631 **18. MAINTENANCE AND RISK OF LOSS (1-14)**

632 (A) Seller will maintain the Property (including, but not limited to, structures, grounds, fixtures, appliances, and personal property)
 633 specifically listed in this Agreement in its present condition, normal wear and tear excepted.

634 (B) If any part of the Property included in the sale fails before settlement, Seller will:

635 1. Repair or replace that part of the Property before settlement, OR

636 2. Provide prompt written notice to Buyer of Seller's decision to:

637 a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender,
 638 if any, OR

639 b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the failed
 640 part of the Property.

Initial
ETC v3

641 Buyer Initials:

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Seller Initials: HJG

642 3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, or if Seller
 643 fails to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date,
 644 whichever is earlier, that Buyer will:
 645 a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 646 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 647 Paragraph 26 of this Agreement.

648 If Buyer fails to respond within the time stated in Paragraph 18(B)(3) or fails to terminate this Agreement by written notice
 649 to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

650 (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not
 651 replaced prior to settlement, Buyer will:
 652 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
 653 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 654 Paragraph 26 of this Agreement.

655 **19. HOME WARRANTIES (1-10)**

656 At or before settlement, either party may purchase a home warranty for the Property from a third-party vendor. Buyer and Seller
 657 understand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any
 658 pre-existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or
 659 certifications that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a broker who recommends
 660 a home warranty may have a business relationship with the home warranty company that provides a financial benefit to the broker.

661 **20. RECORDING (9-05)**

662 This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer
 663 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

664 **21. ASSIGNMENT (1-10)**

665 This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable,
 666 on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless
 667 otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

668 **22. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)**

669 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the
 670 laws of the Commonwealth of Pennsylvania.
 671 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance
 672 by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of
 673 Pennsylvania.

674 **23. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-17)**

675 The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property
 676 Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S.
 677 real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons pur-
 678 chasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required
 679 to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S.
 680 taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/
 681 Buyer you must find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to
 682 withhold, you may be held liable for the tax.

683 **24. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (4-14)**

684 The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing
 685 for community notification of the presence of certain convicted sex offenders. Buyers are encouraged to contact the municipal
 686 police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular prop-
 687 erty, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.

688 **25. REPRESENTATIONS (1-10)**

689 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licens-
 690 ees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement.
 691 This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants,
 692 representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not
 693 be altered, amended, changed or modified except in writing executed by the parties.
 694 (B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property spe-
 695 cifically listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property
 696 IN ITS PRESENT CONDITION, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that
 697 Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the
 698 structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of
 699 conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems
 700 contained therein.
 701 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
 702 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

703 **26. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)**

704 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all
 705 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID.
 706 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

707 Buyer Initials: Initials
ETC V/B

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708 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
 709 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
 710 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
 711 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
 712 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
 713 Broker how to distribute some or all of the deposit monies.
 714 3. According to the terms of a final order of court.
 715 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
 716 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))

717 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 30 days (180 if not
 718 specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the
 719 Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written
 720 request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the
 721 subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of
 722 Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement
 723 between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of
 724 the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution
 725 of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties
 726 maintain their legal rights to pursue litigation even after a distribution is made.

727 (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or Pennsylvania
 728 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit
 729 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.

730 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
 731 1. Fail to make any additional payments as specified in Paragraph 2, OR
 732 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning
 733 Buyer's legal or financial status, OR
 734 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.

735 (F) Unless otherwise checked in Paragraph 26(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:
 736 1. On account of purchase price, OR
 737 2. As monies to be applied to Seller's damages, OR
 738 3. As liquidated damages for such default.

739 (G) **SELLER IS LIMITED TO RETAINING THOSE SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS
 740 LIQUIDATED DAMAGES.**

741 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer
 742 and Seller are released from further liability or obligation and this Agreement is VOID.

743 (I) Brokers and licensees are not responsible for unpaid deposits.

27. MEDIATION (7-20)

744 Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies,
 745 to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute
 746 Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation
 747 system offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be
 748 divided equally among the parties and will be paid before the mediation conference. Legal proceedings may be initiated prior to the
 749 completion of the mediation process to stop any statute of limitations from expiring and for the purpose of indexing a lis pendens
 750 by Buyer to prevent the transfer of title to a third party when Buyer is seeking to purchase the Property. The parties agree that all
 751 proceedings shall be stayed until the completion of mediation and that a court of competent jurisdiction may award attorneys' fees to
 752 the prevailing party should the court find that a party has unreasonably breached this provision or acted in bad faith. Any agreement
 753 reached through mediation and signed by the parties will be binding. Any agreement to mediate disputes or claims arising from this
 754 Agreement will survive settlement.

28. RELEASE (9-05)

755 Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any
 756 OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or
 757 through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and
 758 all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects,
 759 radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage
 760 disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in
 761 default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer
 762 of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

29. REAL ESTATE RECOVERY FUND (4-18)

763 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real
 764 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been
 765 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-
 766 3658.

30. COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10)

767 (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s)
 768 and Closing Disclosure(s) upon receipt.

Initial
ETC
Initial
VB

773 Buyer Initials: _____

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Seller Initials: HJG _____

COOPERATING BROKER COMPENSATION AGREEMENT

CBC

(Not to be used as addendum to Agreement of Sale, or when the same broker represents buyer and seller)

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

Cooperating compensation is paid from a listing broker to a cooperating broker working with a buyer. Cooperating compensation should be negotiated prior to a buyer submitting terms or written offers to purchase the Property, or could be renegotiated after an offer is executed, but cannot be negotiated as a term of an offer.

1 PROPERTY 6961 STERLING RD, HARRISBURG, PA 17112

2 LISTING BROKER (Company Name): CENTURY 21 New Millennium

3 COOPERATING BROKER (Company Name): For Sale by Owner Plus Realtors, Hershey

4 1. COOPERATING COMPENSATION (8-24)

5 Listing Broker agrees to pay Cooperating Broker, at settlement, \$ _____ or 2.500 % of the Purchase Price of the Property if
6 Cooperating Broker is the procuring cause of a successful purchase transaction, unless otherwise specified here: _____

7

8

9 2. ARBITRATION (8-24)

10 Any dispute between brokers as to the procuring cause of a successful purchase transaction will be submitted to arbitration through the
11 arbitration process administered by the local association of Realtors®.

12 LISTING BROKER (Company Name) CENTURY 21 New Millennium

13 ACCEPTED BY Stephanie Young DATE 03/31/2025
Stephanie A Young

14 COOPERATING BROKER (Company Name) For Sale by Owner Plus Realtors, Hershey

15 ACCEPTED BY Paul Rabon, Lisa Rabon DATE 3/25/2025
Paul Rabon, Lisa Rabon



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rev. 8/24; rel. 8/24



CN

CONSUMER NOTICE

THIS IS NOT A CONTRACT

In an effort to enable consumers of real estate services to make informed decisions about the business relationships they may have with real estate brokers and sales persons (licensees), the Real Estate Licensing and Registration Act (RELRA) requires that consumers be provided with this Notice at the initial interview.

- Licensees may enter into the following agency relationships with consumers:

Seller Agent

As a seller agent the licensee and the licensee's company works exclusively for the seller/landlord and must act in the seller's/landlord's best interest, including making a continuous and good faith effort to find a buyer/tenant except while the property is subject to an existing agreement. All confidential information relayed by the seller/landlord must be kept confidential except that a licensee must reveal known material defects about the property. A subagent has the same duties and obligations as the seller agent.

Buyer Agent

As a buyer agent, the licensee and the licensee's company work exclusively for the buyer/tenant even if paid by the seller/landlord. The buyer agent must act in the buyer/tenant's best interest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the buyer is subject to an existing contract, and must keep all confidential information, other than known material defects about the property, confidential.

Dual Agent

As a dual agent, the licensee works for *both* the seller/landlord and the buyer/tenant. A dual agent may not take any action that is adverse or detrimental to either party but must disclose known material defects about the property. A licensee must have the written consent of both parties before acting as a dual agent.

Designated Agent

As a designated agent, the broker of the selected real estate company designates certain licensees within the company to act exclusively as the seller/landlord agent and other licensees within the company to act exclusively as the buyer/tenant agent in the transaction. Because the broker supervises all of the licensees, the broker automatically serves as a dual agent. Each of the designated licensees are required to act in the applicable capacity explained previously. Additionally, the broker has the duty to take reasonable steps to assure that confidential information is not disclosed within the company.

- In addition, a licensee may serve as a Transaction Licensee.

A transaction licensee provides real estate services without having any agency relationship with a consumer. Although a transaction licensee has no duty of loyalty or confidentiality, a transaction licensee is prohibited from disclosing that:

- The seller will accept a price less than the asking/listing price,
- The buyer will pay a price greater than the price submitted in the written offer, and
- The seller or buyer will agree to financing terms other than those offered.

Like licensees in agency relationships, transaction licensees must disclose known material defects about the property.

12/08

- Regardless of the business relationship selected, all licensees owe consumers the duty to:
 - Exercise reasonable professional skill and care which meets the practice standards required by the RELRA.
 - Deal honestly and in good faith.
 - Present, as soon as practicable, all written offers, counteroffers, notices and communications to and from the parties. This duty may be waived by the seller where the seller's property is under contract and the waiver is in writing.
 - Comply with the Real Estate Seller Disclosure Law.
 - Account for escrow and deposit funds.
 - Disclose, as soon as practicable, all conflicts of interest and financial interests.
 - Provide assistance with document preparation and advise the consumer regarding compliance with laws pertaining to real estate transactions.
 - Advise the consumer to seek expert advice on matters about the transaction that are beyond the licensee's expertise.
 - Keep the consumer informed about the transaction and the tasks to be completed.
 - Disclose financial interest in a service, such as financial, title transfer and preparation services, insurance, construction, repair or inspection, at the time service is recommended or the first time the licensee learns that the service will be used.
- The following contractual terms are *negotiable* between the licensee and the consumer and must be addressed in an agreement/disclosure statement:
 - The duration of the licensee's employment, listing agreement or contract.
 - The licensee's fees or commission.
 - The scope of the licensee's activities or practices.
 - The broker's cooperation with and sharing of fees with other brokers.
- All sales agreements must contain the property's zoning classification except where the property is zoned solely or primarily to permit single family dwellings.
- The Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

Before you disclose any financial information to a licensee, be advised that unless you select a business relationship by signing a written agreement, the licensee is NOT representing you. A business relationship is NOT presumed.

ACKNOWLEDGMENT

I acknowledge that I have received this disclosure.

Date: 3/25/2025

Eric Thomas Conrey
(Consumer's Printed Name)

Signed by:

Eric Thomas Conrey

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(Consumer's Signature)

Date: 3/25/2025

Valeria Benicka
(Consumer's Printed Name)

Signed by:

Valeria Benicka

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(Consumer's Signature)

I certify that I have provided this document to the above consumer during the initial interview.

Date: 3/25/2025

Paul Rabon, Lisa Rabon
(Licensee's Printed Name)

DocuSigned by:

Paul Rabon, Lisa Rabon

447AC4C0E8574D

(Licensee's Signature)

RS298377, RS311270

(License#)

Adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

6961 Sterling Rd – List of potential permit violations

On May 30, 2024, a site visit was conducted on behalf of West Hanover Township by Marty Sowers (UCC cert# 003271) and Rob Myers (UCC cert# 006021) to make observations of work that may have been done without a proper building permit. The purpose of the visit was to identify potential code violations that were readily apparent and to make a general determination on what would be required in order to make the areas compliant.

The first floor appeared to be virtually original with cosmetic improvement (i.e. paint, flooring, etc.). The basement was converted, without a building permit, into living space to include 2 additional bedrooms. The bathroom appeared to be relatively old and to have existed for quite some time.

VIOLATIONS OBSERVED:

- Basement converted to living space without building permit and inspections
- Bedrooms constructed in basement without building permit and inspections
- Bedrooms in basement do not have adequate egress
- Smoke detectors not functioning

COMPLIANCE REQUIREMENTS:

- Remove all basement partition walls for sleeping areas and bathrooms, **OR**
- Expose interior of walls for proper plumbing, electric, mechanical, framing, and insulation inspection
- Install proper egress
- Install functioning smoke detectors in accordance with current building code
- Obtain necessary inspections from code official
- Correct any deficiencies identified by code official

HJG Initial
ETC Initial
VB
3/25/2025

BANKRUPTCY ADDENDUM TO SALES CONTRACT

Dated 03-25-2025 ("Contract")

H. Jason Gold, Trustee ("Seller") to

Eric Thomas Conrey and Valeria Benicka ("Buyer") for the property:

6961 Sterling Road, Harrisburg, PA 17112 ("Property")

The provisions of this addendum shall govern notwithstanding any other provision of the Contract.

1. Conveyance will be by SPECIAL WARRANTY OF TITLE.
2. The property, and any contents being conveyed herewith, is being sold "AS-IS, WHERE-IS CONDITION." The sale of the Property is subject higher and better offers and subject to the approval of the US Bankruptcy Court, Eastern District of Virginia, Alexandria Division (the "Court"). The Listing Agent will provide to the Selling Agent a copy of the Sale Motion that seeks approval of this Offer with the Court.
3. No Dual Agency and No Designated Representation.
 - (a) The Owner does not consent to designated representation thus Owner does not allow the Property to be shown to a buyer represented by the Broker through another designated representative associated with the Broker.
 - (b) The Owner does not consent to dual representation thus Owner does not allow the property to be shown to a buyer represented by the Broker through the same sales associate.
4. In addition to the commission provided in the listing agreement, the Broker shall be entitled to be reimbursed for advanced property management and maintenance expenses, such as Trustee approved repairs, utility bills, lawn maintenance, etc., subject to the approval of the US Bankruptcy Court.
5. Seller's Closing Costs. Thru the date of closing, the Seller shall pay: (a) pro-rata real estate taxes, (b) property owners association fees, (c) Grantor's Deed Recording Tax, (d) Regional Congestion Relief Fee, (e) brokerage listing pursuant to the Court approved listing agreement and (f) \$150.00 for the Settlement and/or Closing Fee due to the closing company. All other costs of closing, including any additional fees due to the closing company, shall be paid by the Buyer.
6. Title Company Incentive: If the Buyer agrees to have R.L. Title & Escrow of Vienna, Virginia conduct all aspects of the closing, then the Seller will pay an additional \$1,000.00 for Settlement and/or Closing Fee costs. If the Buyer is getting a closing cost credit from the Seller, then this credit shall be included in that credit.

This Addendum shall not alter, modify or change in any other represent the Agreement, and except as modified herein, all the terms and provisions of the Agreement are expressly ratified and confirmed and shall remain in full force and effect.

This Addendum shall not alter, modify or change in any other represent the Agreement, and except as modified herein, all the terms and provisions of the Agreement are expressly ratified and confirmed and shall remain in full force and effect.

SELLER:

H. Jason Gold, Trustee

H. Jason Gold, Chapter 7 Trustee
Not individually but solely in his capacity
as the Chapter 7 Trustee in Bankruptcy
In re: Eagle Properties and Investments LLC
Bankruptcy Case No. 23-10566-KHK

BUYER(S):

- Signed by:

Eric Thomas Corey

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Valeria Benicka

—3B7A09B66EED459

Date: 03/31/2025

Date: 3/25/2025

BANKRUPTCY ADDENDUM #2 TO SALES CONTRACT

Dated 03-25-2025 ("Contract")

H. Jason Gold, Trustee ("Seller") to
Eric Thomas Conrey and Valeria Benicka ("Buyer") for the property:
6961 Sterling Rd, Harrisburg, PA 17112 ("Property")

The provisions of this addendum shall govern notwithstanding any other provision of the Contract.

The Purchaser acknowledges that the Property is in an area within West Hanover Township in which rentals of 30 days or less, otherwise known as short term rentals, AirBNB's, VRBO's, etc... are not permitted.

According to a report dated May 30, 2024 by the West Hanover Township (the "Report"), the property has multiple unpermitted improvements violations. After closing, the Buyer shall have one hundred and eighty (180) days to abide by the Compliance Requirements provided in the report. The Buyer is permitted to contact the West Hanover Township with any questions they may have. The Buyer acknowledges receipt of the Report and shall assume sole responsibility post-closing to cure all unpermitted work violations. The West Hanover Township reserves the right to re-inspect the Property to confirm compliance.

This Addendum shall not alter, modify or change in any other represent the Agreement, and except as modified herein, all the terms and provisions of the Agreement are expressly ratified and confirmed and shall remain in full force and effect.

SELLER:

H. Jason Gold, Trustee

H. Jason Gold, Chapter 7 Trustee

Not individually but solely in his capacity as the Chapter 7 Trustee in Bankruptcy

In re: Eagle Properties and Investments LLC Bankruptcy
Case No: 23-10566-KHK

Date: 03/31/2025

BUYER(S):

Signed by:

Eric Thomas Conrey

3B7A09B66EED459...

Signed by:

Valeria Benicka

3B7A09B66EED459...

Date: 3/25/2025